

# Exhibit “A(2)(B)”

**ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

December \_\_, 2009

WHEREAS, ARENA FOOTBALL LEAGUE, LLC, a Delaware limited liability company acting by and through Alex D. Moglia, its Chapter 11 Trustee (the "Assignor") and \_\_\_\_\_, a \_\_\_\_\_, located at \_\_\_\_\_ (the ("Assignee"), have entered into an Asset Purchase Agreement dated as of \_\_\_\_\_, 2009 (the "Asset Purchase Agreement"); and

WHEREAS, under the Asset Purchase Agreement, Assignee agreed to purchase the Assets (as that term is defined in the Asset Purchase Agreement); and

WHEREAS, Assignor is the owner of certain right, title and interest in and to the patents and trademark registrations set forth on Schedule A (collectively, the "I.P. Assets"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to all of the I.P. Assets, and Assignors have promised, in the Asset Purchase Agreement, to cause the same to be assigned;

NOW, THEREFORE, for ten dollars (US \$10.00) and other valuable and legally sufficient consideration, including the consideration set forth in the Asset Purchase Agreement, acknowledged by the Assignors to have been received in full:

1. Assignor does hereby sell, convey, assign and transfer to Assignee its entire right, title and interest in, to and under all I.P. Assets together with the goodwill of the business symbolized by such I.P. Assets, together with all rights and privileges granted and secured thereby, including the full right to sue for future infringement of such I.P. Assets, these rights to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment of Intellectual Property Assets and sale had not been made.
2. The terms and covenants of this Assignment of Intellectual Property Assets shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon Assignor, its respective heirs, legal representatives and assigns.
3. Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
4. Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment of Intellectual Property Assets.
5. This Assignment Of Intellectual Property Assets does not (i) convey any rights of Assignors other than those required to be transferred under the Asset Purchase Agreement, (ii)

create any obligations for Assignors in addition to those provided under the Asset Purchase Agreement, or (iii) relieve Assignors of any obligations under the Asset Purchase Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor has executed this Assignment Of Intellectual  
Property Assets *on the* date first written above.

**ARENA FOOTBALL LEAGUE, LLC**

By: \_\_\_\_\_  
Alex D. Moglia  
Its: Chapter 11 Trustee

By: \_\_\_\_\_  
It: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009,  
before me appeared Alex D. Moglia, who,  
being by me duly sworn, did say that  
he/she is the Chapter II Trustee of  
ARENA FOOTBALL LEAGUE, LLC, a  
limited liability company of the State of  
Delaware, and personally known to me to  
be the same person whose name is  
subscribed to the foregoing  
ASSIGNMENT OF INTELLECTUAL  
PROPERTY ASSETS ("Assignment"),  
and acknowledged to me that he/she  
signed and delivered the foregoing  
Assignment on behalf of and pursuant to  
authority from such corporation and that  
the foregoing Assignment was a free and  
voluntary act and deed.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009,  
before \_\_\_\_\_ me \_\_\_\_\_ appeared  
\_\_\_\_\_, who, being  
by me duly sworn, did say that he/she is the  
\_\_\_\_\_,  
a corporation of the State of  
\_\_\_\_\_, and personally  
known to me to be the same person whose  
name is subscribed to the foregoing  
ASSIGNMENT OF INTELLECTUAL  
PROPERTY ASSETS ("Assignment"), and  
acknowledged to me that he/she signed and  
delivered the foregoing Assignment on  
behalf of and pursuant to authority from  
such limited liability company and that the  
foregoing Assignment was a free and  
voluntary act and deed.

Notary Public \_\_\_\_\_

My commission expires: \_\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires: \_\_\_\_\_

**SCHEDULE A**

**I.P. ASSETS**

**United States Registrations**

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
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**United States Patent**

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
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